

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

EDUARD SLININ,

Plaintiff,

-against-

ALEX SHNAIDER,

Defendant.

-----X

Docket No. 15-cv-9674 (RJS)

JOINT PRE-TRIAL ORDER

The plaintiff and defendant jointly submit the following Joint Pre-Trial Order:

CAPTION

Edward Slinin v. Alex Shnaider, No. 1:15-cv-09674 (RJS)

TRIAL COUNSEL

Plaintiff's Counsel:

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Keller Lenkner LLC
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1300 I Street, N. W.
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Keller Lenkner LLC
By: Tom Kayes
150 N. Riverside Plaza
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Defendant's Counsel:

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SUBJECT MATTER JURISDICTION

The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.

§1332(a)(2), in that the Plaintiff is a citizen of this State and Defendant is a citizen of a foreign state and the amount in controversy exceeds \$75,000.

CLAIMS AND DEFENSES

A. PLAINTIFF'S POSITION

Plaintiff Eduard Slinin seeks a determination by this Court that a partnership existed under New York Partnership Law ("NYPL") § 10 between himself and Defendant Alex Shnaider related to the purchase and sale of private aircraft to third parties. Slinin further seeks an accounting of partnership assets under NYPL § 74 and distribution of the assets of the partnership under NYPL § 71. Plaintiff's Amended Complaint included additional claims which were previously dismissed by the Court.

B. DEFENDANT'S POSITION

No such partnership existed. For that reason, no accounting is permitted at law or equity. In addition, plaintiff entered into an oral settlement agreement, which precludes his equitable accounting cause of action.

TRIAL DAYS NEEDED

Plaintiff estimates that three days are needed for trial.

Defendant estimates that two days are needed for trial.

NO TRIAL BY MAGISTRATE JUDGE

In this case, there is no requisite consent to a trial of the case by a magistrate judge.

STIPULATIONS OF FACT

The parties agree upon the following undisputed facts:

1. At all relevant times, Eduard Slinin was a New Jersey citizen and Mr. Shnaider was a Canadian citizen.
2. There is no written partnership agreement between Alex Shnaider and Eduard Slinin.
3. Eduard Slinin is not listed in the formation documents for Challenger Aircraft Company, Ltd., CL850 Aircraft Investments, Ltd., or CL850 Aviation Holdings, Ltd.
4. Eduard Slinin did not have authority, control, or management rights with respect to Challenger Aircraft Company, Ltd., CL850 Aircraft Investments, Ltd., or CL850 Aviation Holdings, Ltd.
5. Mr. Slinin never created or filed any tax returns or filings separate and apart from his individual tax returns on behalf of any partnership with Mr. Shnaider.
6. Mr. Slinin never created or filed any tax returns or filings on behalf of Challenger Aircraft Company, Ltd., CL850 Aircraft Investments, Ltd., or CL850 Aviation Holdings, Ltd.
7. Mr. Slinin arranged two buyers, Oleg Sheikhametov and Georgy Pirumov, for the aircraft contracts at issue.
8. Olave Equities was created by Midland Resources Holding Limited ("Midland").

9. Colley International Marketing SA was created by Midland.
10. Blue Industrial Skies Inc. was created by Midland.
11. Jofan Holding Limited was created by Midland.
12. Setius Technologies Ltd. was created by Midland.
13. Xaman Holdings, Ltd. was created by Midland.
14. Stogan Assets Incorporated was created by Midland.
15. Mr. Sheikhametov used Olave Equities and Colley International Marketing SA as the buyers for contracts 161 and 162, respectively.
16. Mr. Pirumov used Blue Industrial Skies Inc., Jofan Holding Limited, Setius Technologies Ltd., Xaman Holdings, Ltd, and Stogan Assets Incorporated as the buyers for contracts 169, 170, 171, 172 and GXRS-298, respectively.
17. Mr. Slinin and Mr. Shnaider met on February 25, 2012 at the office of Mr. Simon Kronenfeld in Toronto, Ontario, Canada, to discuss all claims concerning the aircraft contracts at issue.
18. Along with Messrs. Shnaider and Slinin, Simon Kronenfeld and Michael Sapir were present.
19. On November 2, 2007, Bombardier contract 172 was assigned directly to Xaman Holdings Ltd.
20. Mr. Slinin received payments of \$2 million, related to aircraft contract 169 from Woren Inc. or a related entity.
21. The completed aircraft associated with amended contract 161, Bombardier Challenger 850-8100, was sold to Start Soar Limited, a China-based buyer.
22. Mr. Slinin had no role in procuring the buyer who purchased the Bombardier.

Challenger 850-8100.

23. The Learjet associated with aircraft contract 206 was not sold to a third-party. Instead, Midland returned it to Bombardier for a \$9.5 million Bombardier credit conditioned on Midland purchasing three additional aircraft.

24. Mr. Slinin executed the Promissory Note for \$4.45 million and the related personal guarantee on or about December 26, 2008.

STIPULATIONS OF LAW

The parties agree that the following legal standards are applicable:

1. Under New York law, a partnership agreement may be formed orally or through conduct and need not be in writing.
2. Plaintiff is not entitled to an accounting unless he proves by a preponderance of the evidence that he and defendant were partners in an oral partnership.
3. To prove a New York oral partnership, plaintiff must prove by a preponderance of evidence: (1) the parties' sharing of profits and losses; (2) the parties' joint control and management of the business; (3) the contribution by each party of property, financial resources, effort, skill, or knowledge to the business; and (4) the parties' intention to be partners.

TRIAL WITNESSES

A. PLAINTIFF'S CASE-IN-CHIEF WITNESSES

1. Eduard Slinin – Direct Testimony by Affidavit
2. Alex Shnaider – Cross Examination in person
3. Robert Lee – Cross Examination in person
4. George Rependa – By Deposition

B. DEFENDANT'S CASE-IN-CHIEF WITNESSES

1. Alexander Shnaider – In person
c/o Michael Paul Bowen, Esq.
Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
2. Robert Lee – In person
c/o Michael Paul Bowen, Esq.
Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
3. Michael Sapir – In person
c/o Nova Diamond Ltd.
221 Victoria Street, Lower Level
Toronto, ON, Canada M5B 1V4
4. George Rependa – by deposition
c/o Bombardier Inc.
800 René-Lévesque Blvd W
Montreal, QC H3B 1Y8, Canada

DEPOSITION DESIGNATIONS

A. PLAINTIFF

1. George Rependa

Pl.'s Designations	Def.'s Objs. & Counter-Designations	Pl.'s Objs.
4: 15-25		
5: 2-25		
6: 8-16		
8: 14-16		
8: 21-25		
9: 2-15	9:16 to 10:9	
10: 10-25		
11:2-10		
11: 25		
12: 2-5	12:6-15	
12: 18-25		
13: 2-8		
13: 18-25		
14: 2-25		

Pl.'s Designations	Def.'s Objs. & Counter-Designations	Pl.'s Objs.
15: 14-21	15:9-13	
18: 2-20		
19: 3-5		
25: 4-9		
25: 19-25		
26: 2-9		
28: 22-25		
29: 2-19		
31: 10-25	30:2-25; 31:2-9	
32: 2-8		
32: 14-22		
33: 6-8		
33: 17-19		
36: 23-25		
37: 2-4		
37: 15-39: 2		
39: 13-16	39:3-12	
39: 18-25		
45:6-47:8	47:9 to 48:10	
40: 2-10		
52:2-53:10		
54: 7-25	Hearsay; No Personal Knowledge	
55: 2-25	Hearsay; No Personal Knowledge	
56: 2-25	Hearsay; No Personal Knowledge	Statement made based upon personal knowledge of the contracts
57: 2-18	Hearsay; No Personal Knowledge	Not hearsay. Basis of witnesses statement is from personal knowledge
58: 9-21	Hearsay; No Personal Knowledge	Not hearsay. Basis of statement is personal knowledge of witness.
59: 16-21		
81: 5-21	81:22-24	
82: 20-25		
83: 2-15		
85: 10-16	Hearsay; No Personal Knowledge	Not hearsay. Basis of statement is personal knowledge of witness.
85: 22-25		
86: 2-7	86:8 to 87:19	
94: 25		
95: 2-25		
100: 23-25		
101: 2-4		

Pl.'s Designations	Def.'s Objs. & Counter-Designations	Pl.'s Objs.
101: 8-25		
102: 2-25		
103: 2-10	103:17 to 104:15	
105: 7-18	No Personal Knowledge; Opinion	Witness had personal knowledge regarding contract cancellations
106: 23-25	No Personal Knowledge	Witness answered question in the negative
107: 2	No Personal Knowledge	Witness answered question in the negative
108: 14-25		
109: 2		
109: 4-24		
110: 2-10		
115:23-117:12		
125:11-130:25		
131: 2-4		
131: 6-25		
132: 10-25		
133: 2-10		
134: 2-25		
135: 2-12		
149:2-18	Hearsay; No Personal Knowledge	Objection unfounded - question was asked by defense counsel
161: 5-18		

DEFENDANT

1. George Rependa

Def.'s Designations	Pl.'s Objs. & Counter-Designations	Def.'s Objs.
4:21 to 5:16		
5:24 to 6:16		
13:9-16		
15:9-21		
29:6-25		
93:6-16		
97:12-18		
103:17 to 104:15		
131:10-14		
149:19 to 150:13		
153:10-19		

2. Vadim Zilberman

Def.'s Designations	Pl.'s Objs. & Counter-Designations	Def.'s Objs.
8:8-23		
9:14-20		
170:10 to 171:13		
230:15 to 233:17		

3. Eduard Slinin

Def.'s Designations	Pl.'s Objs. & Counter-Designations	Def.'s Objs.
35:3-5	Plaintiff Objects to this and every designation below. Mr. Slinin will be present and available to testify in person and therefore the use of his deposition testimony is improper pursuant to FRCP 32. Plaintiff will withdraw his Objections if the Defendant is willing to waive his right to cross examination of the Plaintiff and use the deposition excerpts in place thereof, subject to any Objection listed below.	
48:20 to 53:11		
53:24 to 55:16		
75:19 to 76:19		
81:2 to 82:2		
82:13 to 82:17		
84:15-24		
103:11-19		
144:22 to 148:10		
188:20-23		
197:4-10	197:11-18	
209:21 to 210:14	207:8 to 209:20	
211:5-19		
232:3-13		
232:14 to 233:24		
236:2 to 237:21		

TRIAL EXHIBITS

Plaintiff's Trial Exhibit List is attached hereto as **Schedule 1**.

Defendant's Trial Exhibit List is attached hereto as **Schedule 2**.

Dated: New York, New York
November 8, 2018

By: 

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Attorneys for Defendant

SCHEDULE 1

PLAINTIFF'S TRIAL EXHIBITS
TABLE OF CONTENTS

NO.	DESCRIPTION	Party Objection	Nature of Objection
1	Articles of Association for Challenger Aircraft Co., Ltd., ("CAC").		
2	Articles of Association for CL850 Aircraft Investments, Ltd., ("CL850").		
3	Contract between CAC and Olave Equities ("Contract No.161").		
4	Contract between Bombardier and CL850 (Mirror Contract No.161).		
5	Contract between CAC and Colley International Marketing, S.A., ("Contract No.162").		
6	Contract between Bombardier and CL850 Aviation Holdings, Ltd. (Mirror Contract No. 162).	D	Misleading and incomplete
7	Contract between CAC and Blue Industrial Skies, Inc., ("Contract No. 169").		
8	Contract between Bombardier and CAC (Mirror Contract No. 169).	D	Misleading
9	Contract between CAC and Worren, Inc., (Contract No. 169).	D	
10	Contract between CAC and Jofan Holding, Ltd., ("Contract No. 170").	D	
11	Contract between Bombardier and CAC, (Mirror Contract No. 170).		
12	Contract between CAC and Setius Technologies, Ltd., ("Contract No. 171").		
13	Contract between Bombardier and CAC, (Mirror Contract No. 171).	D	Misleading and incomplete
14	Contract between CAC and Xaman Holdings, Ltd., ("Contract No. 172").		
15	Contract between Bombardier and CAC, (Mirror Contract No. 172).	D	Misleading
16	Contract between CAC and Stogen Assets, Inc., ("Contract No. 298").		
17	Contract between Bombardier and CL850, (Mirror Contract No. 298)	D	Misleading and incomplete

PLAINTIFF'S TRIAL EXHIBITS
TABLE OF CONTENTS

18	Contract between Learjet, Inc. and KSR Jet, Inc., ("Contract No. 207") and Contract Termination Agreement.		
19	Contract between Learjet, Inc. and Midland Resources Holding, Ltd., ("Contract No.206")	D	Misleading and incomplete
20	Slinin Bank Statements and summary showing payments received from buyers and distribution of same on Contracts 161, 162, 169, 170, 171, 172, 298 and 207	D	Misleading; FRE 801 and 802; FRE 901; lack of foundation
21	Translated statement of Defendant made May 25, 2009 to Russian Authorities in connection with criminal investigation on complaint of Georgy Pirumov, marked as Exhibit "1" at Defendant's Deposition on September 17, 2017.	D	FRE 801 and 802; FRE 901; Fed. R. Civ. P. 44(a)(2); Hague Convention No.12 (Public Documents), Art. 1, 4 & 6; F.R.E. 902 (3)
22	Translated statement of Defendant made May 25, 2009 to Russian Authorities in connection with criminal investigation on complaint of Georgy Pirumov.	D	FRE 801 and 802; FRE 901; Fed. R. Civ. P. 44(a)(2); Hague Convention No.12 (Public Documents), Art. 1, 4 & 6; F.R.E. 902 (3)
23	E-mail exchange between Robert Lee and Defendant, dated February 11, 2010.		
24	E-mail exchange between Robert Lee and Defendant, dated September 2, 2011.	D	FRE 408; N.Y. C.P.L.R. 4547
25	Letter from Robert Lee to Vadim Zilberman, dated October 7, 2011.	D	FRE 408; N.Y. C.P.L.R. 4547
26	E-mail from Robert Lee to Daniel Tillis, dated November 29, 2007.		
27	Promissory Note, dated December 29, 2008 between All City Funding and Midland Resources Holding, Ltd.		

SCHEDULE 2

SCHEDULE 2
DEFENDANT'S TRIAL EXHIBITS

EX. NO	DATE	DESCRIPTION	BEG BATES NO.	END BATES NO.	Party Objection	Nature of Objection
D-1	2008-12-29	Promissory Note	P000363	P000369		
D-2	2008-12-29	Guaranty	P018439	P018444		
D-3	2007-10-17	Aircraft Purchase Agreement between Challenger Aircraft Company and Olave Equities Limited - C850-0161	P000077	P000085		
D-3A	2007-10-24	Aircraft Purchase Agreement between Bombardier Inc. and CL 850 Aviation Holdings Ltd. - C850-0161	P000068	P000076		
D-3B	2011-06-00	Assignment - C850-0161	P000089	P000091		
D-3C	2009-07-02	Amendment No. 1 to C850-0161	P000086	P000088		
D-3D	2011-06-11	Aircraft Purchase Agreement between 2023225 Ontario Limited and Start Soar Limited - C850-0161	P000092	P000107		
D-3E	2011-06-24	Warranty Bill of Sale - C850-0161	P000108	P000114		
D-4	2007-10-17	Aircraft Purchase Agreement between Challenger Aircraft Company Ltd. And Colley International Marketing SA - C850-0162	P000151	P000159		
D-4A	2007-10-22	Aircraft Purchase Agreement between Bombardier Inc. and CL Aviation Holdings Ltd. - C850-0162	P000160 P000064	P000164 P000067		
D-4B	2007-11-22	Instrument of Transfer of Shares - C850-0162	P000165	P000165		
D-4C	2009-07-02	Termination of Agreement - C850-0162	P000304	P000306		
D-5		Aircraft Purchase Agreement between Challenger Aircraft Company Ltd. And Blue Industrial Skies, Inc. - C850-0169	P000176	P000182		
D-5A	2007-11-02	Aircraft Purchase Agreement between Bombardier Inc. and Challenger Aircraft Company Ltd. - C850-0169	P000167	P000175		
D-5B	2008-06-08	Letter re transfer of shares from G. Pirumov to Jets Worldwide LLC	P000190	P000191		

SCHEDULE 2
DEFENDANT'S TRIAL EXHIBITS

EX. NO	DATE	DESCRIPTION	BEG BATES NO.	END BATES NO.	Party Objection	Nature of Objection
D-5C	2008-07-03	Aircraft Purchase Agreement between Challenger Aircraft Company Ltd. And Woren Inc. - C850-0169	AS0004396	AS0004402		
D-5D	2008-07-03	Settlement Agreement - C850-0169	P018522	P018528		
D-5E	2008-07-03	Letter from Challenger Aircraft Company Limited to Woren, Inc. re: C850-0169	AS0004393	AS0004395		
D-5F	2008-07-03	Email from R. Lee to A. Shnaider re: FW: Signature Page - C850-0169	AS0012067	AS0012068		
D-6	2007-10-31	Aircraft Purchase Agreement between Challenger Aircraft Company Ltd. And Jofan Holding Limited - C850-0170	P000218	P000224		
D-6A	2007-11-02	Aircraft Purchase Agreement between Bombardier Inc. and Challenger Aircraft Company Ltd. - C850-0170	P000229 P000227	P000209 P000234		
D-6B		Default Letter - C850-0170	P000225	P000225		
D-7		Aircraft Purchase Agreement between Challenger Aircraft Company Ltd. And Setius Technologies Ltd. - C850-0171	P000235	P000241		
D-7A	2007-11-02	Aircraft Purchase Agreement between Bombardier Inc. and Challenger Aircraft Company Ltd. - C850-0171	P000226 P000210	P000226 P000217		
D-7B	2007-11-22	Letter from Midland Resources Holding Ltd. to Setius Technologies, Zoulian Ltd., Zoulian Management Ltd. And Kinanis & Co. Advocates	P010778	P010779		
D-7C	2008-02-04	Letter from G. Pirumov to Zoulian Ltd., Zoulian Management Ltd. And Zoulian Ltd., Kinanis & Co. Advocates	P010607	P010607		
D-8		Aircraft Purchase Agreement between Challenger Aircraft Company Ltd and Xaman Holdings Ltd. - C850-0172	P000252	P000258		

SCHEDULE 2
DEFENDANT'S TRIAL EXHIBITS

EX. NO	DATE	DESCRIPTION	BEG BATES NO.	END BATES NO.	Party Objection	Nature of Objection
D-8A	2007-11-02	Aircraft Purchase Agreement between Bombardier Inc. and Challenger Aircraft Company Ltd. - C850-0172	P000243	P000251		
D-8B	2008-08-18	Settlement Agreement - C850-0172	P000264	P000269		
D-8C	2008-08-19	Assignment - C850-0172	P000259	P000261		
D-8D	2008-12-04	Letter from Bombardier to Xaman Holding Limited - C850-0172	P000262	P000263		
D-9	2007-12-18	Aircraft Purchase Agreement between Learjet Inc. and Midland Resources Holding Ltd. - L60-0206	P000288	P000291		
D-9A	2009-07-02	Amendment No. 1 to L60-0206	AS0007667	AS0007668		
D-10	2007-12-27	Aircraft Purchase Agreement between LearJet Inc. and KSR Jet, Inc. - L60-0207	P008931	P008934		
D-10A	2008-03-11	Letter from MacKay to Slinin re KSR Jet, Inc. - L60-0207	P018093	P018093		
D-10B	2009-07-02	Termination Agreement - L60-0207	AS0013068	AS0013070		
D-11		Aircraft Purchase Agreement between Challenger Aircraft Company, Ltd and Stogan Assets Incorporated - GXRS-0298	P000278	P000283		
D-11A	2007-11-21	Aircraft Purchase Agreement between Bombardier Inc. and CL 850 Aircraft Investments Ltd. - GXRS-0298	AS0002934	AS0002940		
D-11B	2009-07-02	Amendment No. 1 to GXRS-0298	AS HC 000251	AS HC 000251		
D-11C	2009-07-03	Excess Advance Payment Transfer - GXRS-0298	P000285	P000287		
D-11D	2007-11-22	Instrument of Transfer of Shares - GXRS-0298	P010794	P010796		
D-11E		Default Letter - GXRS-0298	P017654	P017654		
D-12	2011-09-02	Email from R. Lee to V. Zilberman re: Reconciliation Summray	AS0036449	AS0036455		
D-13	2011-09-30	Email and Letter from V. Zilberman to A. Shnaider re: Final Demand for Payment	P000326	P000327		

SCHEDULE 2
DEFENDANT'S TRIAL EXHIBITS

EX. NO	DATE	DESCRIPTION	BEG BATES NO.	END BATES NO.	Party Objection	Nature of Objection
D-14	2011-10-07	Letter from R. Lee to V. Zilberman re: Response to September 30, 2011 Letter	P000333	P000336		
D-15	2011-10-21	Email and Letter from V. Zilberman to R. Lee Re: 10-7-2011 Letter	P000328	P000329		
D-16	2011-10-27	Email from R. Lee to V. Zilberman re: Demand for Payment	AS0016053	AS0016055		
D-17	2012-07-05	Email from V. Zilberman to R. Lee re: Bombardier Letter	AS0052182	AS0052186		
D-18	2012-09-25	Email from A. Shnaider to V. Zilberman re: TR: Challenger Aircraft Company	P000316	P000319		
D-19	2012-09-25	Email from M. Sapir to V. Zilberman re: TR: Challenger Aircraft Company	P000320	P000323		
D-20		Email communications between A. Shnaider and E. Slinin	P000372	P000438		
D-21		Disbursements - Oleg - Pirumov	AS0017543	AS0017543	No Foundation	
D-22		Disbursements re Challenger Contracts	AS0047948	AS0047948	No Foundation	
D-23	2011-06-30	Spreadsheet re: Promissory Note and 3 positions - 30.06.11	AS0036423	AS0036423	No Foundation	
D-24		Blue Crane Limited Wire Transfer	P000492	P000492		
D-25		Paid from Blue Crane Spreadsheet	AS0021816	AS0021821	No Foundation	
D-26	2010-06-21	Flying Colours Corp. Invoice No. 62110	AS0027539	AS0027541	No Foundation	